



LABOR RELATIONS

MAR 07 2006

DIVISION

County of San Diego

DEPARTMENT OF HUMAN RESOURCES

LABOR RELATIONS DIVISION

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LETTER OF UNDERSTANDING BETWEEN THE COUNTY OF SAN DIEGO AND THE DEPUTY SHERIFFS' ASSOCIATION OF SAN DIEGO COUNTY (DS UNIT)

ACCRUAL OF FLSA COMPENSATORY TIME ACCRUAL AND NON-FLSA COMPENSATORY TIME ACCRUAL

- I. This attests and records the agreement of the County of San Diego and the Deputy Sheriffs' Association of San Diego County (DS unit) regarding FLSA compensatory time accrual and non-FLSA compensatory time accrual.

II. *ARTICLE 5. HOURS AND WORK PREMIUMS*

Amend current MOA language to read: (changes in bold and underlined)

C. Accrual of non-FLSA and FLSA Compensatory Time Off

- 1) An employee ~~has the option to~~ can accumulate a maximum of ~~forty (40) eight-five (85)~~ forty (40) hours of non-FLSA compensatory time off. The employee shall not be required to take off or be paid for such protected non-FLSA hours. In addition, an employee has the option to accumulate a maximum of one hundred twenty (120) hours of FLSA compensatory time off.
- 2) ~~If an employee has already accumulated eighty-five (85) hours of compensatory time off, the Sheriff has the option, after consideration of the employee's request, to grant compensatory time off or pay cash for overtime hours actually worked up to but not more than a maximum of one hundred twenty (120) hours of accumulated compensatory time off. If the Sheriff allows an employee to accumulate compensatory time off in excess of eighty-five (85) hours, the Sheriff has the option, at some later date, to order such accumulated hours to be taken off or paid.~~

- 3) Employees who have accumulated **FLSA** compensatory time off balances that exceed **reach** one hundred twenty (120) hours, shall be paid cash for overtime hours actually worked **over the maximum FLSA compensatory time balance of one hundred twenty (120) hours.**
- 4) Any **non-FLSA** compensatory time received ~~for time not actually worked~~ shall be accounted for separately from **FLSA** compensatory time. ~~received for time actually worked.~~
- 5) Whenever an employee requests any compensatory time off, the time off will be charged first to **the non-FLSA compensatory time accrual bank,** ~~the bank of time accumulated for time not actually worked.~~
- 6) In case of death of any employee, the County will pay out the cash value of all accrued **FLSA** compensatory time **and non-FLSA compensatory time** to employee's estate, ~~whether the compensatory time was received for time actually worked or time not actually worked.~~

III. Transition Period

In order to allow sufficient time for employees to bring their balances within the maximum accrual limits for both FLSA and non-FLSA compensatory time accrual, the employee shall have until June 30, 2007 to bring balances into compliance. Failure to do so will result in the loss of any non-FLSA hours in excess of forty (40) hours in KRONOS.

- IV. Upon agreement and ratification by the Deputy Sheriffs' Association (DSA), this provision shall be effective upon the Board of Supervisors' approval and adoption of a Compensation Ordinance revision.

Entered into this 2ND day of March, 2006, in San Diego, California.

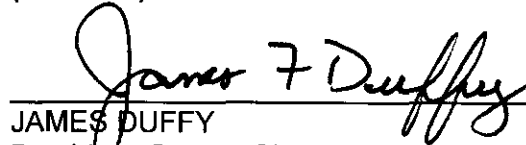
NOTE: Employee's must refer to KRONOS for all compensatory time balances.

FOR THE COUNTY OF SAN DIEGO:


SUSAN M. BRAZEAU
Labor Relations Manager

Date: March 2, 2006

FOR THE DEPUTY SHERIFFS'
ASSOCIATION OF SAN DIEGO COUNTY
(DS UNIT):


JAMES DUFFY
President, Deputy Sheriffs Association of
San Diego County

Date: MARCH 2, 2006